

February 19, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RESOLUTION AND NOTICE OF INTENTION TO PURCHASE REAL PROPERTY
AND RELATED INTERESTS - EAST LOS ANGELES CIVIC CENTER PROJECT
(FIRST) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt the enclosed Resolution and Notice of Intention to Purchase Real Property and related interests, consisting of a total land area of 24,770 square feet for a purchase price of \$661,900.
2. Instruct the Executive Officer, Board of Supervisors to carry out the necessary steps for minimum legal advertising.
3. Authorize the Chief Administrative Office (CAO), to open an escrow for the subject real property, the closing of which is contingent upon consummation of the purchase.

**IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION,
YOUR BOARD:**

- a. Order the purchase consummated in accordance with Section 25350 of the Government Code and instruct the Chairman to execute the Purchase and Sale Agreement for the Real Property upon presentation to the Executive Officer, Board of Supervisors by the CAO.

The Honorable Board of Supervisors
February 19, 2002
Page 2

- b. Authorize the Auditor-Controller to issue a warrant to cover the purchase price for the real property and any other required transactional costs or escrow fees, which are estimated not to exceed \$5,000.
- c. Authorize the CAO to execute escrow instructions and any other related documentation necessary to close escrow, and accept the Deed conveying title to the County.
- d. Instruct the Assessor's office to remove the subject real property from the tax roll effective upon the close of escrow.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On February 20, 2001, your Board directed the CAO to enter into negotiations to acquire real property for the East Los Angeles Civic Center (ELACC) project in order to facilitate the development of a surface parking lot.

- § The acquisition of this parcel, along with the adjacent property previously approved for purchase by your Board on January 8, 2002, will provide enough land for the development of a surface parking lot with capacity for approximately 100 vehicles. This will satisfy the Regional Planning Department's parking requirement for the proposed ELACC project and accommodate the parking needs for County staff and patrons utilizing County-related programs/services within the expanded ELACC.
- § An analysis by the Department of Public Works determined that it would be more cost-effective to acquire and develop the subject property with a surface parking lot than expanding and structurally retrofitting the existing ELACC 4-story parking facility.
- § The development of the surface parking lot will eliminate the need for the temporary closure of the ELACC 4-story parking structure (320 parking stalls) during expansion and structural retrofit, as previously planned, and allow the public uninterrupted access to County services/facilities.

The Honorable Board of Supervisors
February 19, 2002
Page 3

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we invest in public infrastructure, in order to strengthen the County's fiscal capacity. The acquisition, planning and development of a surface parking facility to serve a County/public need, supports this strategy by complying with the Strategic Asset Management Principles (Goal 4, Strategy 2, Objective 2).

FISCAL IMPACT/FINANCING

Funding for the total acquisition cost of \$661,900, plus expenses, as well as all related hard/soft costs to develop the surface parking lot, are available in the Fiscal Year 2001-02 Capital Project budget for the ELACC Replacement Facilities.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On December 21, 1999, your Board approved a Preferred Concept Plan for the ELACC project, which established a planning and design concept framework for the improvement of existing and new civic center facilities, along with other on-site circulation design features that will enhance the safety and convenience of visiting vehicular/pedestrian traffic. A value-engineered project was approved by your Board on February 20, 2001.

- § A fair market value appraisal for the real property has been completed and utilized to support the established compensation being offered to the owner of record, Mr. Lupe Maldonado.
- § Efforts to relocate a long established bail bonds business, which has been owned and operated at this location by the Maldonado family have been unsuccessful. A negotiated settlement amount of \$50,000 is included in the purchase price of \$661,900, in lieu of relocation benefits and as compensation for any potential loss of business goodwill.

The Honorable Board of Supervisors
February 19, 2002
Page 4

ENVIRONMENTAL DOCUMENTATION

In accordance with the California Environmental Quality Act and California Administrative Code Title 14, Division 6, Section 15072 (a) (2) B, your Board approved the Negative Declaration on January 8, 2002, which was prepared by this office, and was filed and posted with the Registrar-Recorder/County Clerk on November 13, 2001. This approval was based on the finding that the project will not have a significant effect on the environment and that no comments were received during the public review period.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The acquisition of this real property will not impact the delivery of County services and will provide a long-term solution to the ELACC parking needs.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return a stamped copy of the adopted Board letter, a certified copy of the Minute Order and an executed copy of the acquisition agreement to the CAO - Real Estate Division, 222 South Hill Street - 3rd Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SNY
CWW:CM:kh

The Honorable Board of Supervisors
February 19, 2002
Page 5

Attachments (2)

c: County Counsel
Auditor-Controller
Department of Public Works
Assessor
Internal Services Department (Parking Operations)

The Honorable Board of Supervisors
February 19, 2002
Page 1

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement"), dated for reference purposes only as of _____, 2002, is entered into by and between LUPE MALDONADO, an unmarried man, ("Seller") and the COUNTY OF LOS ANGELES, a body corporate and politic ("Buyer").

RECITALS

- A. Seller is the owner of those certain real properties located at 311 South La Verne Avenue and 4850 East 3rd Street, in the unincorporated portion of the County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").
- B. The Property consists of a total land area of approximately 24,770 square feet and is improved with chain-link fencing and asphalt paving.
- C. A portion of the Property located at 4850 East 3rd Street has been managed and operated as a bail bond business.
- D. Buyer desires to purchase the Property from Seller, and Seller is willing to sell the property to Buyer on the terms and conditions set forth in this Agreement.

AGREEMENT

The terms and conditions of this Agreement are as follows:

- 1. Purchase and Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions herein set forth.
- 2. Purchase Price. The "Purchase Price" for the Property shall be Six Hundred Sixty-One Thousand Nine Hundred and 00/100 Dollars (\$661,900). Seller agrees that this amount encompasses payment and compensation for any and all claims connected with the acquisition of the Property by the Buyer. Seller further agrees that a portion of the Purchase Price in the said amount of Fifty Thousand and 00/100 Dollars (\$50,000) ("Holdout Amount") will be placed into a trust account by the Escrow Holder with instructions for its release and disbursement based upon the terms and conditions set forth in Section 3 of this Agreement. Accordingly, Seller hereby waives and releases Buyer from any and all claims for further compensation, expenses and/or damages, arising from or connected with the Buyer's acquisition of the Property, including without limitation, claims for compensation for real estate, improvements pertaining to the realty, fixtures and equipment, loss of business goodwill, benefits under the relocation assistance program, loss and/or damage to

personal property and inventory, moving and/or relocation costs, damages to any business interest, and any other costs and/or expenses related directly or indirectly to the acquisition of the Property by the Buyer.

3. Payment of Purchase Price. Buyer shall pay the Purchase Price for the Property by delivering such Purchase Price into Escrow prior to the "Closing" (as defined in Section 9), and as provided for in this Agreement, the Purchase Price, minus an amount equal to the Holdout Amount, shall be disbursed to Seller by cash, wire transfer, warrant or a certified or bank cashier's check(s), made payable to Seller, in an amount equal to the Purchase Price.

3.01 Escrow Holder is hereby instructed to disburse the Holdout Amount to Seller at the Closing, in the form of a certified or bank cashier's check, payable to Seller and Denis F. Maldonado, in the amount of Fifty Thousand and 00/100 Dollars (\$50,000) when Seller has delivered to Escrow and Escrow Holder is in receipt of, an executed "Release of Claims", attached hereto and incorporated herein as Exhibit "C".

3.02 In the event Seller is unable to deliver a fully-executed Release of Claims to Escrow Holder by the scheduled Closing Date, Escrow Holder shall proceed with processing the scheduled Closing and return the Holdout Amount to Buyer, without any further instructions.

4. Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by Seller to Buyer as described in and by grant deed in the form attached hereto as Exhibit "B" ("Grant Deed"), duly executed and acknowledged by Seller, subject only to matters of record approved in writing by the Buyer pursuant to paragraph 6, below.

5. Contingencies. Completion of the transaction contemplated by this Agreement is contingent upon:

5.01 Approval of Purchase and Sale. The Buyer's Board of Supervisors approving the purchase and sale of the Property.

5.02 Condition of Title to Transfer Property. Seller shall cause the conveyance of good and marketable fee absolute title to the Property to the Buyer as evidenced by a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy") issued by Chicago Title Company (the "Title Company") in an amount equal to the value of the Purchase Price. Buyer may, at its own cost, obtain extended title insurance coverage. The Title Policy shall show as exceptions only matters approved in writing by the Buyer. If any exception is disapproved or deemed disapproved, Seller shall use its best efforts to cause each disapproved exception to be

discharged, satisfied, released or terminated, as the case may be, of record, and in a form that is reasonably satisfactory to Buyer, at Seller's sole cost and expense, within thirty (30) days of Buyer's disapproval. If an exception cannot be discharged, satisfied, released or terminated, as the case may be, of record, said exception may be eliminated by any feasible method that is mutually acceptable to Buyer and Seller, including but not limited to, special endorsement, bond, indemnification, etc., at Seller's sole cost and expense. If within thirty (30) days of Buyer's disapproval, Seller is unable to obtain a discharge, satisfaction, release, or termination, and is unable to otherwise eliminate any disapproved exceptions for any reason, Buyer, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other except as expressly provided for in this Agreement.

5.03 Seller's Disclosures. Seller shall disclose to Buyer any matters required by applicable law and provide Buyer with a completed Property Information Sheet concerning the Property and a Seller's Mandatory Disclosure Statement, each duly executed by or on behalf of Seller, in the current forms or equivalent to those published by the American Industrial Real Estate Association within ten (10) business days of the execution of this Agreement by both parties. Buyer shall approve or disapprove of the matters disclosed within ten (10) business days thereafter. Disapproval of any matter disclosed shall be deemed a non-satisfaction of this Contingency for the purposes of Section 6, below.

6. Non-Satisfaction of Contingencies. Upon non-satisfaction of any one of the above Contingencies, Buyer may either allow Seller a thirty (30) day opportunity to cure or terminate the transaction by notice to Seller of such termination. By mutual written agreement the parties may extend the period within which Seller is required to cure a non-satisfaction. If the Agreement is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.

7. Escrow.

7.01 Within ten (10) days after the execution of this Agreement by all parties, the parties shall open an escrow (the "Escrow") with Chicago Title Company, 700 South Flower Street, Suite 900, Los Angeles, California 90017, Attention: __Fran Butler, (the "Escrow Holder") selected by Seller

and Buyer for the purpose of consummating the purchase and sale of the Property. The parties shall execute and deliver to Escrow Holder, within five (5) business days of receipt, such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.

7.02 Escrow Holder is authorized to:

- 7.02.01 Pay, and charge Seller, for any delinquent taxes, and penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement;
- 7.02.02 Pay, and charge Seller, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; however, Buyer shall be responsible for title insurance costs, documentary transfer tax, and recording fees;
- 7.02.03 Pay, and charge Buyer, for all of the escrow fees;
- 7.02.04 Prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from Seller's proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;
- 7.02.05 When conditions of Escrow have been fulfilled by Buyer and

Seller: (1) record documents of conveyance; (2) disburse the Purchase Price, minus an amount equal to the Holdout Amount, to Seller, less prorations and Seller's expenses; (3) deliver to Buyer and Seller copies of the Escrow closing statements; and (4) deliver to Buyer and Seller any items or documents given to Escrow Holder to hold for Buyer and/or Seller.

8. Conditions to Closing.

8.01 Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Satisfaction of the Contingencies contained in Section 5; (ii) Seller's delivery of the Grant Deed to Escrow Holder and the recordation thereof in the Official Records of Los Angeles County ("Official Records"); (iii) Seller's representations, warranties and covenants shall be true and correct as of Closing; and (iv) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, Buyer may either allow Seller an opportunity to cure or terminate the transaction by notice to Seller of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

8.02 Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) the Board of Supervisors approving the purchase of the Property; and (ii) Buyer's deposit of the Purchase Price into Escrow no later than five (5) business days after approval of the purchase and sale by the Board of Supervisors. After non-satisfaction by Buyer of one of the above conditions Seller may either waive the time limitation set forth therein or terminate the transaction by notice to Buyer of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

9. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Grant Deed in the Official Records and the issuance of the Title

Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing by March 26, 2002. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary. If the Closing does not occur by said date or by any extended date agreed to by the parties in writing, either party, who is not then in default, may cancel this Agreement by delivering written notice of such cancellation to the other party and to Escrow Holder before Closing occurs. Neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.

10. Possession. Buyer shall be entitled to the exclusive right of occupancy to the Property as of the Closing. On or before the Closing, Seller shall provide keys or other means to operate all locks and alarms on the Property. Any personal property remaining after the vacation of the Property by Seller will be deemed abandoned.
11. Loss by Fire or Other Casualty. Seller shall maintain fire and casualty insurance on the Property in full force until the Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, and the cost of repair or cure is \$10,000 or less, Seller shall repair or cure the loss to the satisfaction of Buyer prior to Closing. If the cost of repair or cure is more than \$10,000, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) days after receiving written notice of such damage or destruction, to terminate this Agreement. If Buyer elects to move forward with the sales transaction, Seller shall repair or cure the loss to the satisfaction of Buyer prior to Closing. If Seller fails to repair or cure the loss, in whole or in part, any proceeds of insurance paid or payable to Seller by reason of such damage or destruction shall be paid or assigned to Buyer.
12. Maintenance of the Property. Between the Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, subject to Section 11.
13. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To Buyer: County of Los Angeles

Chief Administrative Office, Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Carlos Brea
Phone: (213) 974-4200 - Fax: (213) 217-4968

With a Copy to:

Office of County Counsel
Room 648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Thomas J. Faughnan
Senior Deputy, County Counsel

To Seller:

Lupe Maldonado
6316 South Broadway Avenue
Whittier, CA 90606
Phone: (562) 695-1960

Notice shall be deemed given two (2) business days after deposit with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

14. Brokers. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, Buyer shall indemnify, hold harmless and defend Seller, from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by Buyer, and Seller shall indemnify, hold harmless and defend Buyer from and against such claims if they are based upon or are alleged to be based upon any statement, representation or agreement by Seller.
15. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
 - 15.01 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
 - 15.02 Requisite Action. All requisite action has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or

administrative body, governmental authority or other party shall be required for Seller to consummate this transaction.

- 15.03 Individual Authority. The individuals executing this Agreement and the instruments reference herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.
- 15.04 Validity. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.
- 15.05 Violations. Seller has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes.
- 15.06 Litigation. Seller has no present actual knowledge of any litigation pending or threatened against Seller on any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the Property or adversely affect the ability of Seller to perform its obligations under this Agreement.
16. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
- 16.01 Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.
- 16.02 Requisite Action. All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be

required for Buyer to consummate this transaction.

16.03 Individual Authority. The individuals executing this Agreement and the instruments reference herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

16.04 Validity. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

17. Inspection of the Site.

17.01 Seller agrees to provide Buyer and/or Buyer's employees, representatives and agents with access to the Property, upon reasonable notice, to conduct any inspections Buyer deems appropriate at any time prior to the Closing.

17.02 Buyer shall not engage in any destructive testing during any inspection of the Property, without the written consent of Seller.

18. Condition of Property. Buyer acknowledges that neither Seller, its agents, employees nor its other representatives have made any representations or warranties to Buyer regarding any matter relating to the Property, except as set forth in Section 15, including but not limited to the Property's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Property provided by Seller. Buyer agrees that Buyer is relying exclusively on Buyer's own independent investigation of all such matters.

19. Indemnity. Seller shall defend, indemnify, and hold Buyer and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) related to or arising in whole or in part from any claim made by Denis F. Maldonado, his heirs or assigns, and/or Maldonado Bail Bonds and the removal, eviction, vacation, or relocation of any occupant(s) of the Property, residing thereat at any time prior to the Closing.

20. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and

delivery of the Grant Deed conveying the Property to Buyer.

21. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.
22. Assignability. Buyer may assign, transfer or convey to any person or entity without the prior written consent of Seller; provided, however, that Buyer may designate a nominee to be vestee of the Property at the Closing by delivering to Seller and Escrow Holder at least five (5) days prior to the scheduled Closing a written notice of such designation. Any such designation shall not release Buyer from its obligation hereunder.
23. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and Buyer.
24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.
25. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
26. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.
27. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.
28. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
29. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall be void and of no further effect.
30. Delegation of Authority. Buyer hereby delegates to its Chief Administrative Officer

or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

31. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.
32. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
33. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.
34. Eminent Domain. Seller and Buyer acknowledge that this is a negotiated settlement in lieu of eminent domain proceedings and Seller thereby waives any benefits it might otherwise be entitled to pursuant to eminent domain law, including the Relocation Assistance Act of the State of California, and any claims for inverse condemnation. Buyer represents and warrants that Buyer has the power and authority to condemn the Property. The provisions of this Section shall survive the Close of Escrow.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Seller has executed this Agreement or caused it to be duly executed and Buyer by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk, the day, month, and year first above written.

Seller:

By:
Lupe Maldonado

Buyer:

COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
The Board of Supervisors

By: _____
Deputy

By:
Chairman, Board of Supervisors

APPROVED AS TO FORM
LLOYD W. PELLMAN

County Counsel

By: Deputy

Lmaldondo_01-10-02

LIST OF EXHIBITS

- A. LEGAL DESCRIPTION
- B. GRANT DEED
- C. RELEASE OF CLAIMS

RESOLUTION AND NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California, to purchase a parcel of land identified and legally described on the attached Exhibit "A" for the sum of SIX HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$661,900) from the fee simple owner, also identified on Exhibit "A", of said parcel situated in the County of Los Angeles, State of California.

SUBJECT TO:

1. All delinquent taxes, penalties, and costs which were, or are, a lien against said parcel and the prorata share of the unpaid current taxes which are, or will be, a lien against said parcel, prorated for the fiscal year for which the same are, or will be, due and payable, prorated to the date of the close of escrow, shall be paid in escrow to the Treasurer and Tax Collector of Los Angeles County.
2. Such other conditions, restrictions, reservations, rights, and rights of way of record, if any.
3. County shall pay all escrow and title insurance fees.
4. County shall obtain a policy of title insurance from an acceptable title insurance company, insuring the record title of said property in an amount not less than SIX HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED DOLLARS (\$661,900) to be vested in the County of Los Angeles, a body corporate and politic, free and clear of all encumbrances except those therein set forth.

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the 26th day of March, 2002, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

Exhibit "A"

FEE SIMPLE OWNER/ADDRESS OF PROPERTY

Owner: Lupe Maldonado

Property Address: 4850 East 3rd Street and 311 South La Verne Avenue, Los Angeles,
California

Proposed Purchase Amount: \$661,900

Legal Description:

LOTS 20 AND 21, BLOCK 23, TRACT NO. 4074, AS SHOWN ON MAP RECORDED
IN BOOK 44, PAGES 76 AND 77, OF MAPS, IN THE OFFICE OF THE RECORDER
OF THE COUNTY OF LOS ANGELES. EXCEPTING ANY DEDICATIONS FOR
PUBLIC RIGHT-OF WAYS.